MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PRINCIPALITY OF ANDORRA ON THE FULBRIGHT EXCHANGE PROGRAM

The Government of the United States of America and the Government of the Principality of Andorra (hereinafter referred to as "the Parties");

Desiring to promote mutual understanding between the peoples of the Principality of Andorra and the United States of America and by a wider exchange of knowledge through educational activities;

Have agreed to the following terms for educational exchange under the auspices of the Fulbright Exchange Program:

Article 1

A bilateral committee (hereinafter referred to as "the Committee") shall be created to recommend action to the Parties on all matters pertaining to the Fulbright Exchange Program.

Article 2

- A. The Andorran minister responsible for foreign affairs and the United States (U.S.) Ambassador to Spain and Andorra shall be honorary co-chairs of the Committee. The Andorran Ambassador to the United States and the Public Affairs Officer of the U.S. Embassy in Madrid, or whoever they may designate, shall co-chair the Committee.
- B. The Committee also shall consist of a minimum of two representatives and a maximum of four representatives from each side, appointed by the U.S. Ambassador to Spain and Andorra, and appointed jointly by the Andorran ministers responsible for foreign affairs and higher education respectively. Members shall be appointed to terms of five years. The Committee shall strive to include members who represent the academic community and the private, non-governmental sector.

Article 3

The Fulbright Exchange Program shall be bilateral, providing for the exchange of an approximately equal number of grantees from each country each year, and may include students, scholars, or teachers, subject to the availability of funds.

Article 4

The Committee shall recommend actions to the Andorran ministry responsible for higher education, the Commission for Cultural, Educational and Scientific Exchange between the United States of America and Spain, and/or the cooperating implementing agency in the United States, as appropriate, that will provide for the following:

- the development of a comprehensive proposal detailing the scope of the Fulbright Exchange Program for the following United States fiscal and academic years, the academic areas of concentration, the types of grants, and similar general guidelines for approval by the Parties;
- 2. the publishing of the annual announcement of the request for applications for Fulbright grants from citizens of the Principality of Andorra;
- 3. the receipt of applications from citizens of the Principality of Andorra that will assure that the competition is entirely open and that anyone can apply and compete on an equal basis;
- 4. the eligibility of submitted applications through non-partisan technical review;
- 5. the establishment each year of academic review panels for the purpose of evaluating the merits of each application and interviewing all candidates for subsequent review by the Committee;
- 6. the establishment each year of panels to interview all persons whose applications have passed technical review; these panels should consist of four persons representing each Party, and members of the Andorran and U.S. academic communities. The panel each year shall establish a rating system for the interviews, including the evaluation of candidates on the criteria of English language ability, quality and feasibility of proposed program of study, applicability of the field to the needs of the sending country, and academic credentials and letters of reference;
- 7. the presentation of a roster of rank-ordered principal and alternate candidates, based on the results of the interviews and subject to the approval of the J. William Fulbright Foreign Scholarship Board;
- 8. the review of applications from U.S. students, scholars, teachers, or researchers seeking placement in the Principality of Andorra; and
- 9. the placement of U.S. grantees in Andorran institutions.

Article 5

The financial obligations for the Fulbright Exchange Program are as follows, but are subject to the availability of funds:

- the Government of the Principality of Andorra will provide funding to cover all expenses for Andorran grantees, and will also cover related expenses for publicity, Committee and academic and review panel meetings, and grantee orientation programs. The Government of the United States of America will provide funding for U.S. grantees;
- 2. the funding will include travel costs of the grantees from their homes to their host institutions in the host country; and
- the United States, acting through the Bureau of Educational and Cultural Affairs of the U.S. Department of State, will cover administrative costs charged by the cooperating implementing agency in the United States, including the cost of an accident and sickness health benefit program for grantees.

Article 6

This Memorandum of Understanding shall be applied provisionally by the Parties upon signature and shall enter into force when both Parties have notified each other in writing of the fulfillment of their respective internal legal requirements for entry into force. It shall remain in force until December 31, 2020, unless either Party notifies the other in writing six months in advance of its intention to terminate. It may be extended for additional periods of five years by written agreement between the Parties.

Article 7

This Memorandum of Understanding may be amended by an exchange of diplomatic notes between the Parties.

DONE at Ordino, this 2nd day of February, 2015, in duplicate, in the English and Catalan languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE PRINCIPALITY OF ANDORRA: